

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
rvitarelli@rc.com
Direct (860) 275-8287

Also admitted in Massachusetts

October 22, 2002

Barbara Simonetta
Connecticut Health Care Associates
261 Center Street
Wallingford, CT 06492

Saranne Murray, Esq.
Shipman & Goodwin LLP
One American Row
Hartford, CT 06103-2819

Peter Abare Brown, Esq.
Corporation Counsel's Office
236 Grand Street
Waterbury, CT 06702

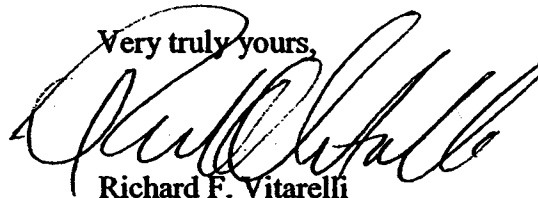
Re: **City of Waterbury and Connecticut Health Care Associates,
Waterbury Financial Planning and Assistance Board,
Interest Arbitration Case No. 0203-01**

Greetings:


I transmit herewith the final arbitration award issued by the Waterbury Financial Planning and Assistance Board on August 21, 2002.

Kindly contact me if I may be of assistance.

Very truly yours,



Richard F. Vitarelli


Law Offices

BOSTON

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cc: Members and Staff, Waterbury Financial
Planning and Assistance Board

AGREEMENT

between

the

CITY OF WATERBURY

and

the

**CONNECTICUT HEALTH CARE ASSOCIATES
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO**

Through June 30, 2005

INTEREST ARBITRATION AWARD

**INTEREST ARBITRATION CASE 0203-01
BEFORE THE WATERBURY
FINANCIAL PLANNING AND ASSISTANCE BOARD**

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PREAMBLE

WHEREAS, Public Health Nursing is a field of specialization within the nursing profession; and

WHEREAS, the City of Waterbury is conscious of the need to maintain professional public health nursing service for the community; and

WHEREAS, the Public Health Nurses employed by the City of Waterbury have organized an employee organization to assist them in obtaining their economic and employment goals; and

WHEREAS, the City of Waterbury recognizes that the efficient, economical operation of the nursing Division of the Waterbury Health Department demands recognition of the legitimate economic and working condition aspirations of its Public Health Nurses.

NOW THEREFORE, this Agreement is made by and between the CITY OF WATERBURY (hereinafter referred to as the City) and CONNECTICUT HEALTH CARE ASSOCIATES, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO.

ARTICLE I RECOGNITION

Section 1. The City hereby recognizes the CONNECTICUT HEALTH CARE ASSOCIATES, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter referred to as the CHCA or the Union) as the exclusive bargaining agent for all Registered Professional Public Health Nurses, who are either regular full-time employees or regular part-time employees, as defined in Section 2 hereof, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Excluded from the coverage of this Agreement and excluded from the term "Registered Professional Nurse" as used herein, is the department head or designee and any other supervisory personnel in the nursing division of the Department of Public Health whose positions satisfy the statutory test of supervisor pursuant to Section 7-471(2) of the Connecticut General Statutes. It is further agreed that any public health nurse whose regular work schedule with the City is less than twenty (20) hours per week shall be excluded from the coverage and from the terms of this Agreement.

Section 2(a). The term "regular full-time employee" as used in this Agreement shall refer only to those permanent Registered Professional Nurses who are regularly scheduled to work, and who do so work, a thirty-five (35) hour work week for a full calendar year.

Section 2(b). The term "regular part-time employee" as used in this Agreement shall refer only to those permanent Registered Professional Nurses who are regularly scheduled to work, and who do so work, a work week of less than thirty-five (35) hours per week, but not less than twenty (20) hours per week for a full calendar year or who are regularly scheduled to work, and who do so work, less than the full calendar year. This includes School Nurses who work less than thirty-five (35) hours per week and/or less than twelve (12) months per year.

Section 2(c). The term "School Nurse" includes all nurses who provide school nursing services.

Section 2(d). Any benefit which is pro-rated on the basis of part-time and/or school year employment shall be determined in accordance with the following formula:

$$\begin{array}{lcl} \text{Total Benefit for} & \times & \text{Regular Part-Time Scheduled Annual Work Hours + Holiday Hours} \\ \text{Full-Time Employees} & & \hline & & \text{Regular Full-Time Scheduled Annual Work Hours + Holiday Hours} \end{array} = \text{Total Benefit}$$

In the event a nurse elects to change to either full or part time and/or school year position, the benefits will be prorated to the nearest month by the following formula:

$$\frac{\text{Total yearly benefit (former status)}}{12} \times \text{No. months in position} + \frac{\text{Total yearly benefit (new status)}}{12} \times \text{No. months in position}$$

All benefits will be calculated in hours.

Section 2(e). The term "party" or "parties" as used in this Agreement shall be defined to mean, unless the context clearly indicates otherwise, the City and CHCA.

Section 3. The Personnel Department shall forward the name, address, social security number, job classification and rate of pay of all new hires to the Union within one (1) month of their employment.

ARTICLE II DUES CHECK-OFF

Section 1. The City agrees to deduct from the paycheck of each Registered Professional Nurse who has signed an authorization payroll deduction card, a sum certified in writing, by the Secretary or the authorized official of CHCA, to be CHCA dues, or CHCA agency fees.

- a) These deductions shall be made on dates agreed to by the City and CHCA.
- b) The deductions shall be weekly.
- c) Registered Professional Nurses who have authorized CHCA dues deductions and who are not eligible to receive pay on the scheduled date for such deductions, shall be subjected to a double deduction on the next scheduled date thereof.

Section 2. All present employees within the bargaining unit covered by this Agreement shall be required, as a condition of employment, to become and/or remain members of CHCA in good standing by payment of their regular dues or, in lieu of membership in the CHCA, pay agency fees as determined by the CHCA for the duration of this Agreement or at the expiration

of thirty (30) days after the date of signing of this Agreement or at the expiration of thirty (30) days of employment with the City, whichever date is later.

All future employees within the bargaining unit covered by this Agreement shall be required, as a condition of continued employment, to become and/or remain members of CHCA in good standing by the payment of their regular dues, or in lieu of becoming a CHCA member, pay agency fees as determined by the CHCA for the duration of this Agreement or at the expiration of thirty (30) days of employment with the City, whichever is later.

Employees who fail to comply with either of the requirements of this Section 2 shall be discharged by the Employer within thirty (30) days after receipt of written notice to the City from CHCA. CHCA agrees to defend and hold the City harmless as the result of any action the City is required to take as the result of any written notice given it by CHCA per the provisions of the preceding sentence. The City shall provide each new employee with the name of the Union President, who shall inform the employee of her obligations under this Article. The CHCA agrees to hold the City harmless from any claim by an employee arising from the calculation or collection of dues or agency fees.

Section 3. A Registered Professional Nurse who is on an unpaid leave of absence, shall acknowledge and recognize her responsibility of maintaining her membership in CHCA by making current any dues which remain unpaid as of thirty (30) days subsequent to her return to City employment (from the said unpaid leave of absence) by paying the then balance of unpaid dues through appropriate payroll deduction payments over the succeeding twelve months immediately subsequent to thirty days subsequent to her said date of return from said unpaid leave of absence.

ARTICLE III SENIORITY

Section 1. Seniority as used in this Agreement shall be defined as follows:

- A.** Seniority for all registered professional nurses shall start with the most recent date of hire as a Registered Nurse in the Public Health Department.
- B.** For the purposes of layoffs or job openings, seniority for each year of service shall be computed as follows:
 - 1)** nurses working twenty (20) to twenty-nine (29) hours per week – 0.8 year credit;
 - 2)** nurses working thirty (30) or more but less than thirty-five (35) hours per week – 0.9 year credit;
 - 3)** nurses working thirty-five (35) or more hours per week – 1.0 year credit.
- C.** Seniority for all nurses for the purposes of benefit accrual shall be based on one year credit for each year of service.
- D.** Seniority shall have no effect on the service requirements for the purpose of pension qualification, which shall be governed by the Pension Plan.

Section 2.

- A.** The City shall provide annually two lists of Registered Professional Nurses covered by this Agreement showing their seniority; the first list for “regular full-time employees” and the second for “regular part-time employees.”
- B.** These lists shall be simultaneously dated and posted on the bulletin boards and any Registered Professional Nurse who feels there is an error in her seniority date as shown, must present her facts substantiating her position to the City within thirty (30)

days of the date of posting. If no objection is raised, the date on the list shall be presumed to be correct.

Section 3.

- A. Newly employed regular full-time Registered Professional Nurses shall serve a probationary period of six (6) months in a period of six and one-half (6 1/2) consecutive calendar months. Regular part-time employees shall serve a probationary period that is equivalent in actual work days to six months of regular full-time employment. During the probationary period, new employees shall have no right to grieve termination of employment that occurs prior to the completion of their probationary period. Nor shall said employee have any a right of appeal under the City's Charter or Civil Service Rules and Regulations.
- B. During this probationary period, a Registered Professional Nurse will have no seniority rating, but upon successful completion of the probationary period, her seniority shall date from the original date of hiring. This shall include any provisional time served prior to the probationary period.

Section 4.

- A. Vacancies in competitive divisions shall be filed in accordance with Civil Service Rules and Regulations in force as of the effective date of this Agreement or as amended by the City. A copy of any proposed amendment of the Civil Service Rules and Regulations shall be forwarded to the President of the local unit of the Union by the City.
- B. Whenever a vacancy which the City elects to fill or a new position becomes available, prior to submitting a requisition for such position to the personnel or equivalent

department, the department will post such vacancy or new position for a period of seven (7) working days, in order that nurses currently within the department may apply. Prior to permanently filling such vacancy or new position with an individual from outside the bargaining unit, the City will honor the transfer request of a qualified nurse, provided that if there is more than one qualified nurse applicant, and such qualifications are relatively equal, the position will be awarded on the basis of seniority.

Section 5.

- A.** When it becomes necessary to reduce the working force of regular full-time employees, for lack of work or otherwise, regular full-time employees shall be laid off on the basis of the following three factors to be weighed equally:
- (i) Length of service as an employee per the "regular full-time employees" seniority list as referenced in Section 2;
 - (ii) Length of service with the City;
 - (iii) Average rating on the Registered Professional Nurse's Performance Evaluations for the last three (3) years of service or for the entire period of employment if the Registered Professional Nurse's length of service as a regular full-time employee was less than three (3) years.
- B.** When it becomes necessary to reduce the working force for regular part-time employees for lack of work or otherwise, regular part-time employees shall be laid off on the basis of the following three factors to be weighed equally:
- (i) Length of service as an employee per the "regular part-time employees" seniority list as referenced in Section 2;
 - (ii) Length of service with the City;
 - (iii) Average rating on the Registered Professional Nurse's Performance Evaluations for the last three (3) years of service or for the entire period of employment if the

Registered Professional Nurse's length of service as a regular part-time or school year employee was less than three (3) years.

- C. When a regular full-time or regular part-time employee is laid off in accordance with the above, that nurse will have the right to displace the least senior nurse on the other list (i.e., a full-time nurse may displace a part-time nurse or a part-time nurse may displace a full-time nurse) if the nurse who is displacing a nurse on the other list is willing to assume the hours of the person that is being displaced on a permanent basis, she has higher seniority as established in Section 1 hereof, and she is in all other aspects qualified for the position.
- D. Registered Professional Nurses shall be recalled from layoff on the basis of their seniority and qualifications on their respective seniority list, to wit: the regular full-time list or the regular part-time list. Generally, the City's intent is to recall on the basis of last laid-off is first to be recalled. All such Registered Professional Nurses shall have recall rights for a period of two (2) years from the effective date of their layoff or for a period equal to the length of service with the City, whichever is shorter.
- E. Prior to any layoff, per the provisions of Section 5(a) or 5(b) hereof, the City will inform the President of the local unit and the Executive Director of CHCA at least thirty (30) days prior to the proposed effective date of the layoff. During this thirty day period, the City shall consult with CHCA officials concerning the details of the City's layoff plan. In the event of an unanticipated reduction in funds or change in operating needs, the thirty-day period may be reduced to three (3) weeks.

Section 6. When a regular part-time employee or job is to be eliminated in favor of a regular full-time employee or job, the incumbent regular part-time employee in that position shall be

given the opportunity to work full-time, if she is in all other aspects qualified, before a regular full-time employee is hired from outside the bargaining unit.

Section 7. A Registered Professional Nurse shall lose her seniority status in the event:

- a) She is discharged for cause.
- b) She is absent without valid reason for three (3) consecutive working days without notice to her supervisor.
- c) She is laid off for a period in excess of that during which she has recall rights as provided in Section 5D.

ARTICLE IV HOURS OF WORK

Section 1. The established work week for all regular full-time employees in the Nursing division shall be not less than thirty-five (35) hours and shall be the same for all persons occupying full-time positions.

Section 2(a). The regular work week schedule for regular full-time employees shall be seven (7) hours a day, Monday through Friday, for a total of thirty-five (35) hours a week. In addition, regular full-time employees shall be entitled to a duty free unpaid lunch hour to be taken between the hours of 11:30 a.m. and 1:30 p.m. In the event of an emergency which prevents a nurse from taking lunch during the regular lunch hours, the nurse shall notify either her supervisor as soon as possible in order that compensatory time off may be scheduled either that same day, if scheduling permits, or within the week.

Section 2 (b). The above paragraph notwithstanding, on those days when a regular full-time employee is serving as a School Nurse, on days when school is in session, the regular work schedule shall be those hours that the school is open, without a duty-free lunch break. Such employee shall receive a twenty (20) minute paid lunch period per day with the understanding

that they shall be on call during this time. The beginning and ending times of the regular day shall be set so that the nurse covers the hours when school is open and works a full seven-hour day.

Section 3. The established work week for regular part-time employees represented by the bargaining unit shall be less than thirty-five (35) hours per week but not less than twenty (20) hours per week, and shall not be required to be the same, as to the number of hours between twenty (20) and thirty-five (35) hours per week, for each regular part-time employee.

Section 4. The regular work schedule for regular part-time employees shall be four (4) or more hours a day, for a total of between twenty (20) and less than thirty-five (35) hours a week.

Section 5. The established work week for regular part-time employees occupying a position of "School Nurse" shall be not less than twenty (20) hours per week. School Nurses who work a full day shall receive a twenty (20) minute paid lunch period per day with the understanding that they shall be on call during this time.

Section 6. In the event the hours of work for a School Nurse or all School Nurses need to be changed from those in effect on the effective date of this Agreement, the City shall give CHCA thirty (30) days prior notice. For the school year 2002-2003, regular part-time employees who are School Nurses shall work the school calendar plus one (1) day before the opening of school up to a maximum of 185 days. The City shall provide notice at least thirty (30) days prior to the start of any new school year of any change in the work year for School Nurses.

Section 7. Any assignment of work beyond an employee's normal regularly scheduled hours of any work day or work week, other than the case of an emergency condition or unanticipated operational need, shall be made at least four (4) hours in advance by authorized personnel.

Section 8. Extra work authorized for, and performed by an employee shall be compensated by allowing equivalent compensatory time off. Compensatory time shall be granted at the discretion of the City, within one (1) year of the date of the extra work authorized.

Section 9. All work assignments beyond the normal regularly scheduled hours of any work week shall be distributed equally among eligible permanent Registered Professional Nurses in the Nursing Division as far as practicable. This shall not apply to those situations where a particular nurse is required to work additional hours in performing work that is related to her normal assignment (*e.g.*, a school nurse staying beyond the end of a school day).

ARTICLE V HOLIDAYS

Section 1. Under conditions set forth below, the following holidays shall be granted with pay at the Registered Professional Nurses' regular rate of pay:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Labor Day shall be a paid holiday for nurses assigned to the position of "School Nurse" only if schools open prior to Labor Day in any given academic year.

- a) The Registered Professional Nurse must receive compensation for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday.
- b) The holiday must fall on a regularly scheduled work day except:

1. Any holiday falling on Sunday shall be observed on the following Monday.
2. Any holiday falling on Saturday shall be observed on the Friday preceding the holiday.

Section 2. If a holiday occurs during a Registered Professional Nurse's paid sick leave, she shall receive full pay for that day, but the day shall not be charged against her sick leave allowance.

Section 3. If a holiday occurs during a Registered Professional Nurse's scheduled vacation, she shall be granted an extra day off without loss of pay.

Section 4. Any Registered Professional Nurse working on a holiday shall receive her regular rate of pay for the hours worked plus full holiday pay or compensatory time off at the discretion of the department head or designee.

Section 5. Holiday pay for a regular part-time employee shall be paid at the employee's regular hourly rate for the number of daily hours the employee is regularly scheduled to work.

Section 6. If school is in session on one of the holidays listed in Section 1, School Nurses shall work on that day and receive another designated day off.

ARTICLE VI VACATIONS

Section 1. As used herein, the term "vacation" shall refer to paid annual leave; which annual leave shall be paid for at the Registered Professional Nurse's normal rate of pay for one work day for each day of such leave.

Section 2(a). *Vacation for Employees Hired on or After July 1, 1996.* A regular full-time employee hired on or after July 1, 1996, shall be entitled to vacation as follows:

Years of Service as of January 1

Vacation Days

6 months - 1 year*	5
2 - 5 years**	10
6 years	15
10 or more years	one additional day per year to a maximum of 20

* After completion of the probationary period, a regular full-time employee shall be eligible to receive vacation days in an amount pro-rated upon the number of work months remaining in the calendar year.

** No employee shall be entitled to three weeks of vacation in one calendar year due to the application of the first two vacation schedules.

The above schedule notwithstanding, an employee who was hired on or after July 1, 1996 and who was accruing vacation at the rate of fifteen (15) days per year prior to September 1, 2002, shall remain at the fifteen-day accrual level until she attains ten (10) years of service and is eligible for additional vacation according to the above schedule.

Section 2(b). Vacation for Employees Hired Prior to July 1, 1996. A regular full-time employee hired prior to July 1, 1996 shall receive twenty (20) vacation days per year.

Section 3. A regular part-time employee shall be entitled to vacation on a prorated basis and paid on the basis of the number of days worked in the year and the number of daily hours the employee is regularly scheduled to work.

Section 4. The scheduling of the vacation, and the actual taking of the time off during any calendar year, shall be subject to the approval of the department head or designee. However, subject to the needs of the Department, five (5) work days of the employee's vacation entitlement, ten (10) work days of a supervisor's vacation entitlement, may be taken during the

school year (that is, during the period from September of a given year through June of the succeeding calendar year) with the approval of the department head or designee, which approval shall not be unreasonably denied. An additional five (5) days may be granted if such days coincide with a school vacation which occurs during the said school year.

School Nurses shall not take vacation on days when school is in session except as provided in Article VII, Section 11. Vacations must be taken in the form of money payment or during the school vacation recesses during the school year. If taken in the form of money payment, the money shall be paid at the end of the school year.

Section 5. Vacations may be deferred and accumulated to a maximum of fifteen (15) days for regular full-time employees and a prorated number of working days only for regular part-time employees with the approval of the department head or designee and the Mayor or his designated representative. Such days shall be taken within the succeeding year.

Section 6. The Registered Professional Nurse shall not be called back to work while on vacation except for emergency work or where she voluntarily agrees to work.

Section 7. The annual vacation working days for regular full-time employees and for regular part-time employees shall be granted terminally (which is defined to mean death, retirement, or resignation of the Registered Professional Nurse) to a permanently appointed Registered Professional Nurse. Such terminal vacation shall be reduced by any vacation time taken by the Registered Professional Nurse during the terminal year. In the case of a resignation of a permanently appointed registered nurse who has been an employee for less than five (5) years, the amount of terminal pay will be paid in accordance with the following formula: The number of working days between January 1 and the date of resignation shall be the numerator

and 260 shall be the denominator. This fraction shall be applied to the vacation day entitlement of regular full-time employees or regular part-time employees.

ARTICLE VII LEAVE PROVISIONS

Section 1. Professional Leave. Not more frequently than twice a year, time off with pay shall be granted to a Registered Professional Nurse in order to attend one-day professional meetings if the request for such attendance is first approved by the department head or designee. If such approval is obtained from the department head or designee, the City shall pay the registration fee in full for the two (2) one-day conferences if the total of the registration fees do not exceed one hundred dollars (\$100). However, if the registration fees for said conferences exceed one hundred dollars (\$100) in total, then the excess above one hundred dollars (\$100) shall be the responsibility of, and the obligation of, the Registered Professional Nurse who was authorized to attend such conference(s).

Section 2(a). Paid Educational Leave. A regular full-time employee may be given educational leave with no loss of pay for the purpose of taking courses directly related to her work as determined, in the first instance by the department head or designee, then, secondly, by the Board of Health, and then, finally, by the Director of Personnel. Requests for such leave must be approved, in advance, by the Mayor and his decision shall be final and binding. Such leave may not exceed a total of thirty (30) regularly scheduled working days or two hundred ten (210) regularly scheduled working hours in any one calendar year.

Section 2(b). Unpaid Educational Leave. Education leave, without pay, may be granted to a regular full-time employee or to a regular part-time employee up to one year in special cases of unusual merit and of great benefit to the City. In such cases, the said Registered Professional

Nurse must make written request for such leave to the department head or designee who is empowered to approve or disapprove the same, and if the department head or designee approves the request the said educational leave without pay may be granted only with the subsequent approval of the Board of Health. At the time of the request to the department head or designee, the Registered Professional Nurse must agree, in writing, to return to work with the City for a minimum period of one year subsequent to the expiration of the said educational leave without pay.

Section 3(a). Maternity Leave. Regular full-time employees and regular part-time employees shall be entitled to a six-month maternity leave without pay. During such leave employees shall be entitled to no loss of benefits (other than loss of pay) accrued as of the date the leave begins. However, if the said employees asserts and offers proof of illness through a report from her treating physician, the employee, at her option, may utilize accrued sick days (accrued per the provisions of either Section 5(b) or Section 5(c) hereof) for each day of illness during the said period of maternity leave. It is understood and agreed that the employee will be paid for each day of sick leave used, and charged against her Section 5(b) or Section 5(c) sick bank as per the provisions of Section 5(f) hereof. An employee also may use her accrued vacation in lieu of unpaid time during maternity leave.

Section 3(b). Extension of Maternity Leave. This leave may be extended upon written request of the nurse and her physician and upon the written approval of the department head or designee and upon the approval of the Board of Health.

Section 4. Other Leave Without Pay. Leave of absence without pay for up to one year with no loss of seniority and other benefits accrued as of the date the leave begins shall be granted to permanently employed Registered Professional Nurses upon recommendation of the department

head or designee and approval by the Board of Health. Such leave shall not be granted for the purpose of taking other employment.

Section 5. Sick Leave. For the purposes of this Article, sick leave is defined as absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Workers' Compensation Act) or absence from work for medical or dental treatment which cannot be scheduled during the Registered Professional Nurse's non-working hours. Sick leave shall be granted without loss of the Registered Professional Nurse's normal pay to the extent of the Registered Professional Nurse's sick leave eligibility as prescribed by Section 5(b) hereof. Loss of time from work occasioned, or necessitated, by maternity shall be governed by the provisions of Section 3(a) hereof. Notwithstanding the preceding definitions, up to three (3) days of earned sick leave per year may be used for family (spouse, child, or parent) illness or injury.

Section 5(a). Any regular full-time employee absent as a result of a condition covered by the Workers' Compensation Act which absence does not exceed seven (7) days may elect to receive full compensation for the first three (3) days of such absence and have these days charged against her sick leave eligibility.

Section 5(b). Regular full-time employees shall be granted sick leave eligibility at the rate of one and one quarter (1.25) days for each complete calendar month of service.

Section 5(c). Regular part-time employees shall be granted sick leave eligibility on the basis of one and one quarter (1.25) days for each regularly scheduled work month, with each day based on the number of daily hours the employee is regularly scheduled to work.

Section 5(d). Sick leave eligibility shall be credited on the basis of continuing service with the City, shall be accumulated monthly, and shall terminate if the Registered Professional Nurse

terminates her employment with the City and the said eligibility shall not be reinstated in the event of rehire.

Section 5(e). Sick Leave Accumulation. The maximum amount of sick leave that may be accrued is one hundred fifty (150) days. An employee who has more than one hundred fifty (150) days accrued as of the implementation of this Agreement shall not have her bank reduced. However, such employee shall not accrue additional sick leave until her bank falls below the allowable maximum and, at such time, her maximum shall be one hundred fifty (150) days. It is understood that days beyond the maximum are not eligible for payment under Section 5(f).

Section 5(f). Sick Leave Termination Pay. In the event of the death or retirement of a Registered Professional Nurse, there shall be paid as terminal pay one-half (1/2) of her accumulated sick leave eligibility valued at the applicable rate in use at the time any of the above contingencies occur. However, in no event, is the dollar equivalent of one-half of the said accumulated sick leave to exceed seventy-five (75) seven-hour days for regular full-time employees and four hundred (400) hours for regular part-time employees. For the purpose of this Section, "retirement" shall mean normal retirement of the employee pursuant to the City of Waterbury Retirement System provisions or retirement pursuant to Social Security for those employees who, while employed by the City, participated in the Social Security system and who had ten (10) or more years of employment with the City as of the date of her Social Security retirement. Terminal pay shall be granted upon normal retirement only if the employee has given the City written notice of her intent to retire at least twenty-one (21) days prior to the intended date of retirement.

Section 5(g). Sick Leave Termination Payment may be split one-half (1/2) in retirement year and one-half (1/2) in January of the following year at the option of the City or at the employee's request with approval of the City.

Section 6. Advance Sick Leave. A Registered Professional Nurse who has exhausted her sick leave may request in writing an advance of additional sick leave.

Section 6(a). Such request will be reviewed by the department head or designee, the Personnel Director, and the Mayor who will consider the Registered Professional Nurse's record as a whole including her length of service and the use or abuse of her sick leave privileges in the past.

Section 6(b). In no event shall advance sick leave credit be granted in excess of thirty (30) days for any one request.

Section 7. Medical Certificate Requirement. Any Registered Professional Nurse absent on sick leave for more than five (5) consecutive days or any Registered Professional Nurse who is regularly and habitually absent for sickness may be required to submit a doctor's statement containing as minimum information a diagnosis of the employee's illness and current physical condition, and a prognosis of her future susceptibility to disability. In addition, she may be required to submit to a physical examination at the City's expense by one of three doctors that she may choose from a panel established by the City.

Section 8. Bereavement Leave – Immediate Family. Special leave of up to three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in each instance encountered in the event of death of her spouse, parent, stepparent, grandparent, child, stepchild, grandchild, brother, sister, mother-in-law, father-in-law or any relative domiciled in the employee household. In the event that there is an elapsed

time greater than three (3) working days between the date of death and the date of the funeral, additional leave with pay shall be granted and shall be charged against vacation and/or personal leave.

Section 9. Bereavement Leave – Other. Special leave of one working day with pay for the purpose of attending the funeral shall be granted a Registered Professional Nurse in each instance encountered in the event of the death of her brother-in-law or sister-in-law, aunt, uncle, niece or nephew of the employee. Paid time off not to exceed three (3) working hours, in order to attend the funeral of a relative not noted above, or of a friend not domiciled in the household of the Registered Professional Nurse may be granted at the discretion of the department head or designee.

Section 10. Personal Leave. After one (1) full year of continuous employment, each regular full-time employee, and on a pro-rated basis for each regular part-time or school year employee, who is an employee on the date that the personal day is requested and granted shall be eligible for up to three (3) non-cumulative personal days per year, pro-rated on a calendar year basis. A personal day is a day off with pay within the calendar year subject to the demands of service as determined by the department head or designee. Except in an emergency situation, a request for the personal day shall be made by the Registered Professional Nurse to the department head or designee at least one week prior to the date of the requested personal day.

Section 11. In the instance of delayed opening or early dismissal of schools due to inclement weather, a nurse assigned to a school will have the option of taking paid or unpaid time.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Registered Professional Nurses who feel aggrieved as a result of a dispute concerning a violation, misinterpretation, or misapplication of a specific provision of this Agreement may process this dispute in accordance with the procedure outlined herein. Only those items referred to above shall be defined as grievances for the purpose of this Agreement. No settlement of a grievance presented by a Registered Professional Nurse shall contravene the provision of this contract.

Step 1. The matter shall be submitted in writing identifying the specific provision of contract allegedly violated, misinterpreted, or misapplied, to the department head or designee within thirty (30) calendar days of the occurrence of the event, action, non-action, or alleged breach of contract, giving rise to the grievance. The said department head or designee shall arrange for a meeting or make such investigation as she deems necessary, so as to give her answer, in writing, within five days, exclusive of Saturday and Sunday of the date of the informal conference with the aggrieved nurse. If this answer does not resolve the grievance, it may be processed to the next step.

Step 2. Within five (5) days, exclusive of Saturdays and Sundays, from receiving the final written Step 1 answer from the department head or designee, the grievance shall be represented in writing to the Director of Health, who shall arrange for such meeting to make such investigations as are necessary to give his answer, in writing, within five (5) days, exclusive of Saturdays and Sundays, of receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

Step 3. Within five (5) days exclusive of Saturdays and Sundays, after receipt of a written answer from the Director of Health, the grievance may be submitted to the Board of Health. The Board shall arrange such meeting and make such investigation required to give a written answer within fifteen (15) calendar days after receipt of the written grievance. If this answer does not resolve the grievance, it may be processed to the next step. For purposes of this step, the phrase, "receipt of written grievance" shall mean the meeting at which the Board of Health shall initially consider the grievance; which meeting shall be the first regularly scheduled Board meeting subsequent to the regularly scheduled Board meeting in which the Board is notified by the City Clerk, as an agenda item, of the filing of the grievance.

Step 4. Within five (5) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Board of Health, either party may request the Federal Mediation and Conciliation Service to provide mediation service. Should the grievance not be resolved at the mediation level, either party may request the American Arbitration Association to provide arbitration service within seven (7) days of the receipt of notification from the mediator that he is unable to resolve the grievance.

Section 2. The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this contract. The arbitrator shall have no right to add to, subtract from or delete or disregard any provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental arbitration, exclusive of attorney's fees, shall be borne equally by both parties.

Section 3. Any grievance not filed or processed by the grieving party in accordance with the time periods set forth above shall be deemed to be resolved and shall not be subject to further processing or to arbitration. If the City fails to respond to a grievance in a timely fashion, the grievance shall be deemed to be denied at that particular step and the grieving party may proceed to the next step in accordance with its provisions. Prior to the expiration of any time period, the parties may mutually agree to extend the time period.

Section 4. Nothing in this Agreement shall prohibit the City from filing a grievance and processing same in accordance with the provisions hereof.

Section 5. Time limits specified in the preceding sections may be extended by agreement of both parties.

Section 6. Any dispute involving discipline may be processed by the Registered Professional Nurse and/or her authorized representative including the Association, directly to Step 2 of the grievance procedure outlined above by submitting a written grievance in accordance therewith to the Director of Health and from that point forward the grievance shall be processed in accordance with the specified provisions of the grievance procedure hereof.

Section 7. Grievances may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of the Grievance Procedure may be omitted.

Section 8. Nothing in this Agreement or in this Article shall prohibit an individual employee from filing and processing on her own, a grievance in accordance with the procedures and mechanism prescribed by this Article. The phrase "filing a grievance on her own" means that the employee is not represented by CHCA during the grievance procedure. However, in such an instance, CHCA shall be fully informed of the filing of the grievance and of the results of all hearings in the grievance procedure. If an individual employee wishes to process the

grievance to mediation and arbitration, then the individual employee must bear any and all of the filing fees and expenses of mediation and arbitration that the State Board of Mediation and Arbitration would have billed CHCA. It is further agreed that settlements made between all individual employee and the City in an individually processed grievance in accordance with this Section shall not establish a past practice nor be recognized as a precedent which binds CHCA or the City.

ARTICLE IX SAFETY AND HEALTH

Section 1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations which are commonly accepted in the nursing profession.

Section 2. Should a Registered Professional Nurse complain that her work requires her to be in unsafe or unhealthy situations, in violation of said accepted safety rules, the matter shall be presented immediately to the proper authorities. If the matter is not adjusted satisfactorily, it may be processed according to the grievance procedure of this Agreement.

Section 3. A yearly tuberculin test will be required of all employees. If a previously negative Mantoux tuberculin test is positive, a chest X-ray and medical assessment will be required. With a history of a positive Mantoux tuberculin test, there will be no further PPD testing. A chest X-ray will be required only if symptoms suggestive of tuberculosis are or become present.

ARTICLE X TRANSPORTATION AND PARKING

Section 1. The Registered Professional Nurse agrees not to transport any student or patient while engaged on City business unless an emergency situation exists.

Section 2. The City shall reimburse any nurse on the basis of the IRS rate per mile for the use of a private auto vehicle while engaged on City business. Each employee who receives reimbursement under the terms of this Section shall transmit to the Comptroller's Office a copy of a Certificate of Insurance covering the said private automobile indicating amounts of coverage for bodily liability in amounts of at least \$100,000-\$300,000 and property damage liability in amounts of at least \$20,000-\$20,000, or a combined single limit of \$300,000.

ARTICLE XI LONGEVITY

Section 1. *Employees Receiving Longevity Pay Prior to Approval of this Agreement.*

Employees who were receiving longevity pay prior to the date of approval of this Agreement by the City and the Waterbury Financial Planning and Assistance Board shall continue to receive longevity with the amount frozen at the last longevity amount received. Such longevity payments shall continue to be pro-rated for regular part-time nurses. There shall be no further increases in any employee's longevity amount for the duration of her employment. Longevity payments shall be made annually at the same time of year as under the predecessor collective bargaining agreement.

Section 2. *Employees Not Receiving Longevity Pay Prior to Approval of this Agreement.* No current or future employee who was not receiving longevity pay prior to the approval of this Agreement shall become eligible for or receive any longevity pay.

Section 3. The method of disbursement of longevity payments shall be determined by the City.

ARTICLE XII
MANAGEMENT RIGHTS AND ENTIRE AGREEMENT

Section 1. Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

- (a) the right to prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them;
- (b) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification);
- (c) the right to create job descriptions and revise existing job descriptions as deemed necessary;
- (d) the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized; provided that the City shall bargain with the Union over the impact of changes in the length of the work week or work year and shall give employees at least two (2) weeks notice of a change in their work hours, except in the case of an emergency;
- (e) the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- (f) the right to maintain discipline and efficiency;
- (g) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- (h) the right to discontinue services, positions, operations or programs in whole or in part;
- (i) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

The parties recognize that the enumeration of management rights is essential in order that the City may be managed in an efficient fashion.

Section 2. In the event that the City decides to exercise its right to subcontract bargaining unit work, the City shall require in its request for proposals or bids on such work that the contractor:

- (a) offer available work to bargaining unit employees who are qualified to perform the work;
- (b) recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired;
- (c) pending completion of negotiations with the Union, offer to bargaining unit employees hired a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.

This provision may be reopened in the event that its provisions have impeded the City's management right to subcontract work as provided in Section 1. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

Section 3. The Union agrees to bargain in good faith with the City in the event that the City determines furloughs may be needed to meet the fiscal exigencies of the City. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

Section 4. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

**ARTICLE XIII
NO STRIKE OR LOCKOUT**

During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the City's operations by any nurse, nor shall there be any lockout by the City in any part of the City's operation.

**ARTICLE XIV
SEVERABILITY**

Should any provision of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of the Agreement.

**ARTICLE XV
WAGES AND CLASSIFICATION**

Section 1. Wage schedules to be in effect during the term of this Agreement shall be set forth in Appendix A, attached hereto and made a part hereof.

Section 2. Wage Schedules for July 1, 2002 and January 1, 2003.

- a. The wage schedules for 2002-03 are set forth in Appendix A. The wage schedule for July 1, 2002 shall be retroactive to July 1, 2002. An employee who is over the maximum rate on the wage schedules shall be red-circled.
- b. There shall be no wage increases and no retroactivity prior to July 1, 2002.

Section 3. General Wage Increases for the Second and Third Years of the Agreement.

- a. Effective September 1, 2003, the wage schedule shall reflect an increase of two and one-half percent (2.5%) over the Pay Plan in effect as of August 31, 2003. An employee who is red circled shall receive a cash bonus equivalent to one and one-half percent (1.5%) of her annual salary in lieu of a general wage increase. This bonus shall be payable in two installments, one in September 2003 and one in April 2004. An employee who terminates her employment prior to April

2004 shall not be eligible for the second installment of the bonus payment.

- b. Effective September 1, 2004, the wage schedule shall reflect an increase of two and one-half percent (2.5%) over the Pay Plan in effect as of August 31, 2004. An employee who is red circled shall receive a cash bonus equivalent to one and one-half percent (1.5%) of her annual salary in lieu of a general wage increase. This bonus shall be payable in two installments, one in September 2004 and one in April 2005. An employee who terminates her employment prior to April 2005 shall not be eligible for the second installment of the bonus payment.

Employees' pay shall reflect general wage increases on such subsequent payday as is consistent with the City's prior practice for implementing wage increases.

Section 4. Step Advancement During the Term of This Agreement.

- a. All new employees shall be hired on the probationary step of the wage schedule set forth in Appendix A. Upon successful completion of the probationary period, such employee shall advance to Step 1.
- b. Effective January 1, 2004, an eligible employee who is not at the maximum and who has completed at least one year of service beyond the probationary period shall be advanced one step on the wage schedule.
- c. Effective January 1, 2005, an eligible employee who is not at the maximum and who has completed at least one year of service beyond the probationary period shall be advanced one step on the wage schedule.
- d. Except as provided herein, there shall be no step advancement for any employees for the duration of the Agreement.

Employees' pay shall reflect the step advancements provided herein on such subsequent payday as is consistent with the City's prior practice for implementing step advancements.

Section 5. All employees hired on or after October 1, 1983, without a B.S.N. degree shall be hired at the PHN I level.

Section 6. An employee who is a PHN I and who subsequently obtains the B.S.N. degree shall thereupon be designated a PHN II and shall be paid at the PHN grade of the appropriate salary schedule and shall be placed on the appropriate step of the PI-IN II grade so that the said employee shall be granted at least a five hundred dollar (\$500) increase in annual salary.

Section 7. A newly hired employee who possesses a B.S.N. degree as of the date of hire will be hired as a PHN II.

Section 8. Regular full-time employees who have earned credits toward a Baccalaureate Degree related to the Public Health Nursing function shall be paid annually the sum of \$100 for each 30 credits earned over and above the said employee's attained rate on the salary schedule. All such payments of such sum shall commence on January 1st following the achievement of such credits. Regular full-time employees who have earned a Master's Degree related to the Public Health Nursing function shall be paid the sum of \$500 and, as of 7/1/93, if a supervisor, \$1,000 annually over and above the said employee's attained rate on the salary schedule. All payments of such sum shall commence on the January 1st, following the achievement of such Master's Degree.

In the event any question arises whether or not a particular Master's Degree offered pertains to the Public Health Nursing function, it shall be presented to the Director of Health whose decision shall be binding.

In the event that credit for previous Public Health experience is approved by the Personnel Director and the department head or designee, new regular full-time employees shall start on the Probationary Step of the appropriate grade level.

Section 9. Upon implementation of such system by the City, employees shall be paid by direct deposit.

Section 10. If a supervisor is assigned to an Acting Director position for a period in excess of two (2) weeks, such supervisor shall receive a five percent (5%) premium above base wage.

Section 11. The City shall have the right to convert to a biweekly pay system. The City shall notify the Union at least ninety (90) days in advance of changing from weekly to biweekly pay.

**ARTICLE XVI
UNIFORMS AND CLOTHING**

Section 1. For employees hired prior to September 1, 2002, in March of each fiscal year a uniform allowance in the amounts noted below shall be paid to each regular full-time employee upon completion of her probationary period and the amounts noted below in the succeeding March thereafter employees shall be entitled to a uniform allowance as follows:

Full-Time

\$400

Part-Time or School Year

\$300

Section 2. The uniform allowance prescribed by Section 1 hereof includes the purchase of clothing that is in conformance with the established dress code.

Section 3. The City shall provide two (2) OSHA lab coats for each nurse.

**ARTICLE XVII
INSURANCE**

Section 1. Health Insurance.

Effective November 1, 2002 or the first day of any subsequent month when it is practical for the City to do so, the City shall provide and continue in full force and effect the insurance program described below:

a. Each employee shall have the option to enroll in one of the following medical insurance plans:

- (1) The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out of network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum out-of-pocket expense associated with out-of-network cost

share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 in-patient hospital and 25% professional penalty imposed if guidelines are not followed. The life-time maximum for the program is unlimited.

- (2) The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out of network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of 20% on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/\$4,500 for individual and two person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in-network is unlimited and for out-of-network is \$1,000,000.
- (3) The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted. Under the Blue Care POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

Effective on implementation of the above medical insurance plans, each employee shall pay the following portion of the premium or premium equivalent for the above programs:

Century Preferred	20.0 percent
BlueCare POS	12.5 percent
BlueCare POE	5.0 percent

The above notwithstanding, the following premium cost sharing shall apply to employees with the base annual salaries set forth below, for the fiscal years ending June 30, 2003 and June 30, 2004:

Base Annual Salary July 1	<u>Premium Cost Sharing Applicable</u>
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	Century Preferred		BlueCare POS		BlueCare POE	
	FY03	FY04	FY03	FY04	FY03	FY04
Under \$20,000	13%	20%	6%	12.5%	3%	5%
\$20,000-\$24,999	15%	20%	8%	12.5%	4%	5%

Employee premium cost sharing shall be by payroll deduction. If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

- b. Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90 day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1,000.00). Effective on implementation of the above medical insurance plans, each employee who is enrolled in the prescription plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

- c. Employees shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider). Effective on implementation of the above medical insurance plans, each employee who is enrolled in the dental plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

- d. Enrollment in the medical, prescription and dental plans shall take place during the period of open enrollment and an enrollment decision shall remain in force for the balance of the plan year. No change in an enrollment shall be permitted outside of the open enrollment period unless a qualifying event as prescribed by law occurs.
- e. At the City's earliest convenience, but not later than July 1, 2003, the City shall establish a plan pursuant to Section 125 of the Internal Revenue Code, to allow pre-tax payment of premium cost shares, medical, dental, dependent care and other expenses to the extent permitted by law.

¶Section 2. For the duration of this Agreement, the City shall provide, without charge to the employee, life insurance coverage in the face amount of the employee's annual base salary rounded up to the next \$1,000.

Section 3. For the life insurance benefit for pensioners (retirees), see Article XIX, Section 15 hereof.

Section 4. The City reserves the right to provide coverage as comparable as possible to that specified herein, without increase in cost to the City.

Section 5. Any question concerning payments or benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company or insurance administrator in accordance with the provisions of such policies.

Section 6. Medical insurance coverage for retirees shall be as set forth in XIX, Pension, Section 14. Retirees shall not be eligible for the dental plan. Those retirees eligible for Medicare must participate in Medicare A and B and will be covered under the Medicare Supplemental Program as provided in Article XIX.

ARTICLE XVIII MISCELLANEOUS

Section 1. All nurses' rooms in school shall be equipped with a direct wire phone.

Section 2. Any additions to the routine programs shall not be put into operation until the department head or designee shall have the opportunity to express her opinion as to whether or not the Nursing Division can effectively perform these additional assignments. In the event of a dispute the ruling of the Board of Health will prevail.

Section 3. A schedule of immunization clinics to be held during the school year shall be filed with the department head or designee on or before September 1; clinics not so scheduled shall be conducted only with a prior notice of forty-eight (48) hours.

Section 4. Reimbursement for Nursing License. The City shall reimburse each nurse at the rate of fifty dollars (\$50) annually for the State nursing license fee.

Section 5. Training in Medical Procedures. In the event that a nurse will be required to perform a non-routine medical procedure that is new or that she has not performed in the recent past, the City shall provide appropriate orientation or training.

Section 6. Staff Meetings. There shall be at least three staff meetings per year for nurses -- one on the work day prior to the start of school and one in each half of the school year. Such meetings shall be approximately one hour and shall be scheduled when students are not in school.

ARTICLE XIX PENSION

Section 1. The City agrees to provide members of the bargaining unit a copy of the pension and/or written summary of pension benefits covering its members, as well as relevant information pertaining to each nurse as an individual under such pension.

Section 2. Definitions:

(a) The parties agree that the term "employee" or "employees" as used in this Article XX shall mean and refer to employees as that term is defined in Article I, Section 1 and 2 of this Agreement. The parties further agree that the term "employee" or "employees" as used in this Article XX shall also mean and refer to, and be limited to, "regular participants" as the phrase "regular participants" is used in Chapter 27 of the 1967 and subsequent revisions of the Charter of the City of Waterbury.

(b) As utilized in this Article, the phrase "regular annual pay" shall be defined to mean the employee's average annual base salary plus longevity and payment for work in a higher classification, averaged over the employee's last two (2) years of service.

(c) Effective July 1, 1983 for the purpose of computing the vesting rights or pension benefits (service or disability) prescribed by this Article, the parties specifically agree that, in the computation of these benefits, the 8 months or more of service to the City in the "last" year of employment with the City will constitute one year of service for the purpose of computation of the said retirement and/or vesting rights benefits. (See also Section 17 for Military Service credit.)

(d) Effective July 1, 1983, as utilized in this Article XIX, the word "retiree" shall refer to a former employee who is currently receiving benefits per the provisions of this Article and/or of Chapter 27 of the City Charter.

(e) As utilized in this Article, the phrase "application for vesting rights benefits", for retirement or the phrase "date of application for retirement" or similarly worded phrases shall be defined to refer to mean the last date the retiree was an active employee.

(f) The term "totally and permanently disabled" shall be defined to mean the inability to perform any substantial gainful activity by reason of any medically determinable physical or mental impairment. To qualify under this definition, an employee must have a severe impairment that makes the employee unable to perform her previous work and any other substantial gainful activity which exists in the national economy.

(g) The term "spouse" shall be defined to mean (1) the legal spouse, as evidenced by a valid marriage certificate, of the employee at the time of the employee's death but prior to the employee's retirement, or (2) the legal spouse, as evidenced by a valid marriage certificate, of the employee at the time of the employee's election to retire.

(h) The term "recognized dependent" shall be defined to mean acknowledged children under the age of eighteen (18) born to or adopted by the employee as of or prior to the time of retirement or death.

Section 3. The parties further agree that the pension benefits being granted to employees as per the provisions of this Article XIX are being granted to the employees as the result of negotiations under the provisions of the Connecticut Municipal Employees Relations Act and the pension benefits detailed and prescribed in this Article XX shall be applicable and prevail, as stated in those Sections; anything in the Charter of the City of Waterbury, and in particular Chapter 27 of the said 1967 and subsequent revisions of the Charter of the City of Waterbury, to the contrary notwithstanding. (Obversely, the parties further agree that the Charter provisions relating to pension benefits or options and contribution rates or other employee

obligations, as prescribed and detailed in said Chapter 27 of the said Charter of the City of Waterbury, will remain in full force and effect and will remain unaffected by the provisions of this Article XX unless any sections hereof specifically detail and prescribe benefit or a pension contribution rate or a pension obligation which is contrary to a Charter provision.)

Section 4. Employee Contributions. All employees shall contribute seven percent (7%) of "pay" (as the term "pay" is hereinbefore defined) to the Retirement System, anything in Section 2752 or 2756A of the said Charter of the City of Waterbury to the contrary notwithstanding.

Section 5. Eligibility for Normal Retirement. Any provision of the said Charter of the City of Waterbury to the contrary notwithstanding eligibility for retirement shall be as follows:

- a. An employee employed prior to September 1, 2002 shall be eligible to retire following twenty-five (25) years of service to the City, regardless of age.
- b. An employee hired on or after September 1, 2002 shall be entitled to retire after twenty-five (25) years of service to the City provided such employee has attained age fifty-five (55).
- c. An employee shall be entitled to retire after fifteen (15) years of service to City provided such employee has attained age sixty-five (65).

Section 6. Benefit Formula. The benefit formula shall be two percent (2%) per year of credited service.

Section 7. Disability Pension. Any employee who completes ten (10) or more years of employment with the City shall be eligible for a disability pension in the event that the employee becomes totally and permanently disabled as defined in Section 2 above and as determined by the two impartial competent medical examiners appointed by the Retirement Board. The parties specifically agree that no disability pension shall be granted by the

Retirement Board, pursuant to the provisions of this Section 8, on the basis of any partial disability.

In the event that the said two impartial competent medical examiners determine that the employee has sustained a disability which totally and permanently disables him then, the Retirement Board, upon appropriate application from the employee, shall award an annual disability pension to the disabled employee in the greater amount of: (a) the regular service pension to which the employee would have been entitled as of the date of the aforesaid permanent and total disability (that is, the amount computed pursuant to the provisions of the Charter and/or of any appropriate provisions of this Article or (b) a minimum of twenty-five percent (25%) of the employee's annual base salary as defined in Section 2(c) of this Article; which in either case shall be offset by any Workers' Compensation benefits which the employee may receive. A disability pension together with Workers' Compensation benefits shall not exceed fifty percent (50%) of the disabled employee's regular annual pay as defined in Section 2(c) of this Article.

Section 8. Survivorship Benefits. The parties agree that Sections 2706(a) and 2706(b) of the Charter of the City of Waterbury shall be superseded to the following extent:

a. Upon application for retirement benefits, an employee may elect to receive an actuarially reduced joint and survivor retirement benefit, pursuant to which the surviving spouse or recognized dependent of the retiree (as identified and designated at the time of retirement) receive a "Survivorship Benefit." The employee may elect a Survivorship Benefit in an amount equal to one-half (50%) or one hundred percent (100%), with the appropriate actuarial reduction.

b. Anything in Section 2745 of the Charter to the contrary notwithstanding, the surviving spouse or recognized dependent of an employee who dies before retiring but while eligible to receive a full normal retirement benefit, shall receive a "Survivorship Benefit" in an amount equal to one-half of the pension the deceased employee would have received if the deceased employee had retired the day before death and elected an actuarially reduced pension benefit pursuant to subsection (a) above.

Section 9. Interest on Employee Contributions. The parties agree that pursuant to the powers granted to the Retirement Board per the provisions of Section 2706 and 2710 of the Charter, the Retirement Board has established a policy of paying interest on the employee contributions at the rate of four percent (4%) per annum compounded annually on those contributions made plus any interest accrued for the preceding complete calendar year; it being understood that the said four percent (4%) per year interest calculation shall accrue only as of December 31 of the said preceding complete calendar year for the total amount of the contributions made by the employee during the said preceding complete calendar year.

Section 10. Vesting. Effective as of July 1, 1983, an employee shall have vesting rights in her pension benefits if, prior to retirement eligibility as per the provisions of Section 5 or 6 hereof, the employee terminates service with the City for any reason (other than death) after ten completed years of employment by the City. The "vesting rights" shall consist of the following:

- a. If the terminated employee who has completed the aforesaid ten (10) complete years of employment by the City, elects to allow her contributions to the pension system to remain with the City Retirement Fund, then the terminated employee may obtain a "reduced pension" as of the date that the said employee would have been entitled to be eligible to receive a pension (per the provisions of Sections 5 or 6 hereof) if the employee had not terminated employment with the City.

- b. The amount of the "reduced pension" referred to in the previous sentence shall be two percent (2%) of "regular annual pay" (as defined in Section 2(c) hereof) multiplied by the numbers of years of employment (between 10 and 25 years) by the City.
- c. Employees who are eligible to receive vested pension rights/benefits, but are not eligible for a full normal retirement benefit at the time of their separation from employment, shall not be eligible for any retiree medical or life insurance benefits. Nor such employee's spouse or dependents, shall be entitled to any insurance benefits.

Section 11. Survivor Benefit on Death of Vested Participant. If the terminated employee elects to obtain a "reduced pension" benefit as prescribed in Section 10 hereof and then dies subsequent to the date of such election (and subsequent to the date of termination of employment with the City) then the terminated employee's spouse or recognized dependent (as these terms are defined in Sections 2(h) and 2(i) of this Article) may obtain a "reduced pension" as of the date that the terminated employee would have been entitled to receive a reduced pension. Such reduced pension for the said spouse or recognized dependent shall be an amount which is one-half (50% of the reduced annual pension which would have been payable to the terminated employee (as per the provisions of Section 10 hereof) if the terminated employee had not died, provided that the terminated employee elected the option of an actuarially reduced pension, pursuant to Section 9 above, at the time of termination of employment.

Section 12. The parties agree that the provisions and guarantees of Section 2768A of the City Charter remain extant except that they shall have no application in the "reduced pension" prescribed by Section 11.

Section 13(a). Retiree Medical Benefits for Employees Enrolled in the City of Waterbury Pension Plan.

- a. Employees hired prior to September 1, 2002 shall be eligible for the retiree medical benefits provided by this Section. Employees hired on or after September 1, 2002 shall not be eligible for post-retirement medical benefits.
- b. Those employees who are participating in the City's medical insurance plan at the time of retirement, and who retire with a full normal retirement, and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan as the City provides to its employees, as such plans may change from time to time and subject to the same conditions as may exist at any time for employees. The retiree may enroll her eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.
- c. For eligible employees who retire in accordance with the provisions of Appendix B, the City shall pay for the medical benefit coverage for an eligible retiree and the retiree's eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.
- d. For eligible employees who retire during or after the window period of Appendix B:
 - (1) Prior to age 55, the retiree will pay the same premium cost share as an active employee for the medical insurance elected.
 - (2) At age 55, the retiree will pay the following annual amounts:
 - (a) If enrolled in Century Preferred (or its successor plan) at the time of retirement:

\$500 for an individual or couple

\$750 for a family
 - (b) If enrolled in BlueCare POS or POE (or their successor plan/plans) at the time of retirement:

\$350 for an individual or couple

\$500 for a family

Section 13(b). Retiree Medical Benefits for Employees Enrolled in Social Security Only, Not in the City of Waterbury Pension Plan.

- a. Employees hired prior to September 1, 2002 shall be eligible for the retiree medical benefits provided by this Section. Employees hired on or after September 1, 2002 shall not be eligible for post-retirement medical benefits.
- b. Those employees who are participating in the City's medical insurance plan at the time of retirement, who retire directly into Social Security at age 62 or later with at

least twenty-five (25) years of service or at age 65 or later with at least fifteen (15) years of service, and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan as the City provides to its employees, as such plans may change from time to time and subject to the same conditions as may exist at any time for employees. The retiree may enroll the retiree's eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.

- c. For eligible employees who retire in accordance with the provisions of Appendix B, the City shall pay for the medical benefit coverage for an eligible retiree and the retiree's eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.
- d. For eligible employees who retire during or after the window period of Appendix B, the retiree will pay the same premium cost share as an active employee for the medical insurance elected.

Section 13(c). Retirees eligible for retiree medical benefits under (a) or (b) above or their eligible spouses or eligible dependents who, at the time of retirement are eligible for Medicare or who, subsequent to retirement, become eligible for Medicare must participate in Medicare Part A and Part B. The City will provide a Medicare Supplemental Program at no cost to the retiree.

Section 13(d). Employees, who are or become eligible for "vesting rights" as set forth in this Article shall not be entitled to the retiree insurance program set forth in this Section. Deferred vested pensioners shall not be eligible for retiree medical insurance.

¶Section 14. Retiree Life Insurance. The City shall assume the full premium cost for three thousand dollars (\$3,000.00) life insurance coverage which is afforded to an employee at the time she ceases being an employee and becomes a retiree.

Section 15. Information to Union. During the month of August of each year the City shall deliver to the President of the Union, for each group of employees, calendar year data as follows: total membership of actual employees, contribution rate required from that group of employees, the yearly payroll dollars for that group of employees, the yearly dollar

contribution by that group of employees to the pension fund, the total payments to retirees of that group of employees in the previous fiscal year, the total payments for disability payments for retirees for each group of employees, the total heart disease-hypertension claims that were paid by the pension system for that group of employees - in each instance for the previous fiscal year. The groups for which the data is to be provided are the firefighters' bargaining unit, the police bargaining unit, the Blue Collar bargaining unit, C.H.C.A., and the White Collar bargaining unit. Note: The use and designation of the label "General Government" shall not satisfy the requirements of this section.

Section 16. Military Service Credit. As noted in Section 2(c) hereof the parties have agreed on a formula for crediting military service time as "years of service" with the City for the purpose of an employee's entitlement to service pension or vesting rights benefits.

As utilized in this Section the term "military service" shall be defined to mean active duty service in the United States Armed Forces.

For purposes of this section one "year of service" (for purposes of computing years of employment with the City for a service pension or vesting rights benefits as aforesaid) shall be equal to twelve complete months of military service. An employee may purchase no more than five years of "years of service" credit for the time spent by the employee in the military service. Also an employee may purchase all or a portion, of her military service credit up to five years of credit as aforesaid.

The exercise of the rights granted by this section shall become effective July 1, 1983 as follows: As to employees hired subsequent to July 1, 1983, the employee must exercise her military service credit within six months of qualification. For purposes of this section the phrase "qualification" shall mean completion of the number of months of continuous

employment from date of hire by the City equal to the number of months of military service.

As to a present employee the rights granted herein must be exercised within six (6) months from the issuance of the Arbitration Award or six (6) months from the employee's qualification date, whichever date is later.

If the employee wishes to exercise the rights granted by this section for obtaining military service credit, then she must make full payment of the contribution prescribed by the formula set forth herein by the calendar date no later than five years from the date of the exercise of the option. Payment of the said contribution shall be made by lump sum payment or monthly payroll deduction, at the option of the employee. If full payment is not made by such date then the employee shall receive such credit as is represented by a ratio of the amount paid divided by the total amount due.

The credit for military service credit prescribed by this Section shall be determined as follows:

Assume an employee had "X" months of military service (not to exceed sixty months for purposes of this section). Divide the "X" months of military service by twelve.

Multiply that quotient by the pension contribution rate which the employee is currently required to contribute to the pension system. Multiply that product by the annual base salary of the employee as of the said Xth month of service to the City.

Section 17. Re-Opener on Pension Benefits. At the City's option and at such time as the City shall determine, this Agreement shall be reopened for the purpose of negotiations over the pension benefits for employees hired on or after the date of such re-opened negotiations.

Further, the Union agrees to participate in any discussions that may take place between the City and the Coalition of Waterbury Unions over possible transfer to the State Municipal

Employees Retirement System (MERS) for some or all current employees and/or newly hired employees.

ARTICLE XX DISCIPLINE

In cases of offenses where the application of progressive discipline would be appropriate, the City will apply the following steps:

- a. Verbal warning, documented
- b. Written warning
- c. Suspension from work without pay
- d. Discharge

The above procedure shall not be construed to prohibit the City from taking, in any case, such disciplinary action as it deems warranted.

ARTICLE XXI DURATION

This Agreement shall be effective as of the date of approval by the Waterbury Financial Planning and Assistance Board unless a different effective date is prescribed in this Agreement for any section or article of this Agreement, and shall remain in effect through June 30, 2005 and shall be automatically renewed for successive twelve (12) months periods unless either party notifies the other in writing prior to April 1, 2005 that it desires to negotiate changes in the Agreement. Upon receipt of such notification the parties shall arrange mutually convenient meetings for the purpose of consummating a new agreement. This Duration provision notwithstanding, there will be a pension re-opener as provided in Article XIX of this Agreement.

THE CITY OF WATERBURY

By: _____
Michael J. Jarjura, Mayor

**CONNECTICUT HEALTH CARE
ASSOCIATES, NUHHCE, AFSCME, AFL-CIO**

By: _____
**Mary G. Millar, President
CHCA**

By: _____
**Henry Nicholas , President
NUHHCE**

By: _____
**Barbara Simonetta, Secretary-Treasurer
CHCA**

By: _____
**President
Waterbury Public Health Nurses, CHCA,
NUHHCE, AFSCME, AFL-CIO**

APPENDIX A
WAGE SCHEDULES

EFFECTIVE JULY 1, 2002

Class	Prob.	1	2	3	4	5	6	RED CIRCLE
PHN I	17.92	18.36	18.92	19.49	20.07	20.67	21.29	—
PHN II	18.97	19.45	20.03	20.63	21.25	21.89	22.55	26.13
SUPER- VISOR	25.35	25.98	26.75	27.55	28.39	29.23	30.11	31.01

EFFECTIVE JANUARY 1, 2003

Class	Prob.	1	2	3	4	5	6	RED CIRCLE
PHN I	18.46	18.91	19.49	20.07	20.67	21.29	21.93	—
PHN II	19.54	20.03	20.63	21.25	21.89	22.55	23.23	26.91
SUPER- VISOR	26.11	26.76	27.55	28.38	29.24	30.11	31.01	31.94

EFFECTIVE SEPTEMBER 1, 2003

Class	Prob.	1	2	3	4	5	6	RED CIRCLE
PHN I	18.92	19.38	19.98	20.57	21.19	21.82	22.48	
PHN II	20.03	20.53	21.15	21.78	22.44	23.11	23.81	26.91
SUPER- VISOR	26.76	27.43	28.24	29.09	29.97	30.86	31.79	31.94

EFFECTIVE SEPTEMBER 1, 2004

Class	Prob.	1	2	3	4	5	6	RED CIRCLE
PHN I	19.39	19.86	20.48	21.08	21.72	22.37	23.04	
PHN II	20.53	21.04	21.68	22.32	23.00	23.69	24.41	26.91
SUPER- VISOR	27.43	28.12	28.95	29.82	30.72	31.63	32.58	31.94

APPENDIX B

WINDOW PERIOD FOR RETIREMENTS

Bargaining unit employees who are or will be eligible for normal retirement or for a deferred vested retirement as of October 15, 2002 shall have until January 1, 2003 to elect retirement or to resign with vested rights under the terms of the predecessor collective bargaining agreement, except as provided below. An employee must file an application for retirement or a deferred vested retirement not later than October 15, 2002 in order to be eligible for the benefit of this window period. Any such regular full-time employee must work until December 31, 2002.

Any such regular part-time employee must work through the last school day prior to the Christmas vacation. An employee who does not meet all of the above conditions shall not have the benefit of the window period.

An employee who is eligible and elects to retire or take a deferred vested retirement under this Appendix, shall do so under the terms of the predecessor collective bargaining agreement, except as follows:

1. Such employees shall be paid retroactive wages due based on the wage increase effective July 1, 2002.
2. An employee who retires and is eligible for retiree medical benefits under the terms of the predecessor collective bargaining agreement shall be covered by the new health insurance plan set forth in Article XVIII, rather than the plan described in the predecessor collective bargaining agreement. (Note that an employee who resigns with vested rights is not eligible for retiree medical benefits under the predecessor collective bargaining agreement.)

An employee who leaves employment under the terms of this Appendix shall not be required to exhaust paid vacation prior to retirement. Such employee shall be paid in a lump sum for such accrued vacation. This payment shall not be included in the employee's final compensation for purposes of calculating the pension benefit.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

Re: Pension Plan Participation

The City and the Union acknowledge that, pursuant to a prior agreement between them, three current regular part-time bargaining unit employees are enrolled in the City of Waterbury Pension Plan, as an exception to the general rule that Plan participation is limited to regular full-time employees. These three employees are Lorraine Campion, Margaret Nardozi and Karen Trudeau. These three employees shall be allowed to remain in the Plan, notwithstanding the fact that the parties' prior agreement has been superseded and cancelled by this Agreement.

Re: Retiree Medical Benefits

As an exception to the eligibility requirements of Section 14(b), paragraph b, the two bargaining unit employees who, as of the date of implementation of this Agreement, have nine (9) years of service and are ages 62 and 65 respectively, shall be eligible for retiree medical benefits upon retirement directly into Social Security at age 65 with ten (10) years of service as a nurse.

Final - 10/9/02
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1053675-R&C

INFORMATION SHEET

Change of Address

- If you change your residence, you must notify the INS immediately by sending Form(s) AR-11 for you and each of your dependents to:

US Department of Justice
Immigration and Naturalization Service
HQ ORM
425 I Street NW
ULLICO 4th Floor
Washington, DC 20536

Form AR-11 is available on the INS' website at
www.ins.usdoj.gov.